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December 11, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO HYPERBARIC CHAMBER SERVICES  
AGREEMENT  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Request approval of an amendment to extend the term of an agreement with the University of Southern California for hyperbaric chamber services on Santa Catalina Island.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 to Agreement No. H-703096 with the University of Southern California (USC) to extend the term of the Agreement for an initial three (3) month period, January 1, 2013 through March 31, 2013, and for an optional month-to-month period, not to exceed three months, at a monthly cost of \$9,018, for a maximum obligation for the total six month period of \$54,108 through June 30, 2013, to allow time for a replacement Agreement to be completed for the continued provision of hyperbaric chamber services on Santa Catalina Island (Catalina).
2. Delegate authority to the Director to offer and sign a new hyperbaric chamber replacement Agreement with USC, effective on the date of approval by the parties for a five (5) year period, at a monthly cost of \$6,834, for a maximum obligation of \$410,040, subject to review and approval by County

Counsel and notification to the Chief Executive Office.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommendations will allow the Director to execute an amendment, substantially similar to Exhibit I, to the Agreement with USC to continue providing existing hyperbaric chamber services on Catalina and to offer and sign a new hyperbaric chamber replacement Agreement for a five (5) year period.

These actions will ensure the continued provision of necessary hyperbaric chamber services. USC provides hyperbaric chamber service on Catalina on a 24-hour, 7-days a week basis to diving accident patients with pulmonary embolism or decompression sickness.

### **Implementation of Strategic Plan Goals**

The recommended action support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The monthly cost is \$9,018 for a maximum obligation of \$54,108 for the potential six month term through June 30, 2013.

Funding is included in the Fiscal Year 2012-13 Final Budget and will be requested in future fiscal years.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1974, the County has contracted with USC for hyperbaric chamber services. Initially, the Department of Beaches and Harbors provided the funding, but in 1977, the Board assigned the Department of Health Services the responsibility for formalizing service arrangements and contract funding.

This Amendment will continue the use of USC's hyperbaric chamber and technicians on Catalina and authorize:

- One physician trained in diving medicine from LAC+USC Medical Center will be on-call 24-hours a day, and a second trained physician will be available in the event the primary physician must be transported to the hyperbaric chamber to provide direct patient care. The County is responsible for physician transport to and from Catalina.
- USC will continue providing education to the County of Los Angeles diving community, and allowing the County to use USC's helipad on Catalina for medical emergencies and with advance notice to USC, the routine usage of the helipad by the Sheriff's Department.

County Counsel has approved Exhibit I as to form.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure that hyperbaric services on Catalina will not be interrupted and enable USC continue treating patients and provide such services for the public safety.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:rf

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

**HYPERBARIC CHAMBER SERVICES AGREEMENT**

**AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

UNIVERSITY OF SOUTHERN  
CALIFORNIA  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HYPERBARIC CHAMBER SERVICES AGREEMENT", dated January 1, 2008 and further identified as County Agreement No. H-703096, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement and increase the maximum contract sum, and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2013.
2. Paragraph 1, entitled, "TERM", shall be deleted in its entirety and replaced with

the following:

“1. TERM:

The Agreement shall be effective January 1, 2013 and shall continue, unless sooner terminated or canceled, in full force and effect to and including June 30, 2013. This Agreement may be terminated for any reason, with or without cause, at any time by either party upon the giving of at least sixty (60) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officer, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

3. Agreement Paragraph 5 A., “MAXIMUM OBLIGATION OF COUNTY.” shall be amended to read as follows:

“5. MAXIMUM OBLIGATION OF COUNTY:

- A. During the period, January 1, 2013 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Nine Thousand and Eighteen Dollars (\$9,018) monthly.”

4. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles  
  
has caused this Agreement to be executed by its Director of Health Services, and  
  
Contractor has caused this Agreement to be executed in its behalf by its duly  
  
authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D  
Director

UNIVERSITY OF SOUTHERN CALIFORNIA  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

RF:r  
board letter hyperbaric amendment no 1 10.23.12